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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**



Application of: Hastings et al.

Attorney Docket No.: PF453P2

Application No.: 09/373,658

Art Unit: 1642

Filed: August 13, 1999

Examiner: Canella, K.

Title: METH1 Polynucleotides

**STATEMENT UNDER 37 C.F.R. § 3.73, REVOCATION OF PRIOR  
POWERS OF ATTORNEY OR AUTHORIZATIONS OF AGENT, AND  
POWER OF ATTORNEY OR AUTHORIZATION OF AGENT**

Commissioner for Patents  
Washington, D.C. 20231

Sir:

**RECEIVED**  
MAY 08 2003  
TECH CENTER 1600/2900

**Statement Under 37 C.F.R. § 3.73**

Human Genome Sciences, Inc. ("HGS"), organized and existing under the laws of the State of Delaware, having its principal place of business at 9410 Key West Avenue, Rockville, Maryland 20850, states that it is an assignee of record of less than the entire right, title and interest for the above-identified application by virtue of an assignment from inventor Hastings, a copy of which is attached. The extent (by percentage) of HGS' ownership is 20% (1 of 5 inventors).

The undersigned, whose title is supplied below, is empowered to sign this document on behalf of HGS. The undersigned has reviewed all the documents in the chain of title of the above-captioned application, and, to the best of the undersigned's knowledge and belief, HGS has partial title in the application as described above.

**Revocation of Prior Powers of Attorney or Authorizations of Agent**

HGS hereby revokes all previous powers of attorney or authorizations of agent given in the above-captioned application.

**Power of Attorney or Authorization of Agent**

HGS hereby appoints the Practitioners at **Customer Number 22195** as its attorneys or agents with full power of substitution, association, and revocation to prosecute

the above-captioned application, including any continuations or divisionals thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-captioned application to the above-mentioned Customer Number, namely **22195**. Please also change the Attorney Docket Number to that noted above, namely **PF453P2**.

On behalf of Human Genome Sciences, Inc.:

For: Human Genome Sciences, Inc.

Signature: James H. Davis

Name: James H. Davis, Ph.D.

Title: Senior Vice President, General Counsel, and Secretary

Date: 5 May 2003

## ASSIGNMENT

HGS Ref: PF453  
Docket Number: 1488.1070006/EKS/AJK

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): Gregg A. HASTINGS, and Steven M. RUBEN, the undersigned inventor(s) hereby sell(s) and assign(s) to Human Genome Sciences, Inc. (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

*check applicable box(es)* ☒ for the United States of America (as defined in 35 U.S.C. § 100),  
☒ and throughout the world,

(a) in the invention(s) known as Meth1 and Meth2 Polynucleotides and Polypeptides for which application(s) for patent in the United States of America has (have) been executed by the undersigned on April 2, 2000 and April 10, 2000, respectively (also known as United States Application No. 09/373.658, filed August 13, 1999), in any and all applications thereon, in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.



The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

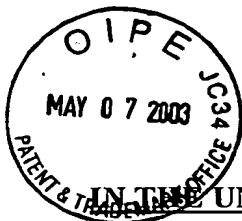
The undersigned inventor(s) agree(s) to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s) thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventor(s) hereby grant(s) Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; Samuel L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; and Steven R. Ludwig, Registration No. 36,203, of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600, Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document, as well as James H. Davis, Esq., Registration No. 40,582; Kenley K. Hoover, Esq., Registration No. 40,302; Joseph J. Kenny, Registration No. 43,710; Michele M. Wales, Registration No. 43,975; Michelle S. Marks, Registration No. 41,971; and Jonathan L. Klein, Registration No. 41,119, all of Human Genome Sciences, Inc., Assignee of the captioned application.

IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: <u>4/2/00</u>	Signature of Inventor: <u></u> Gregg A. HASTINGS
Date: <u>4/10/00</u>	Signature of Inventor: <u></u> Steven M. RUBEN



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Application of: Hastings et al.

Attorney Docket No.: PF453P2

Application No.: 09/373,658

Art Unit: 1642

Filed: August 13, 1999

Examiner: Canella, K.

Title: METH1 Polynucleotides

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POWER OF ATTORNEY OR AUTHORIZATION OF AGENT**

Commissioner for Patents  
Washington, D.C. 20231

**RECEIVED**

MAY 08 2003

Sir:

**TECH CENTER 1600/2900**

**Statement Under 37 C.F.R. § 3.73**

SmithKline Beecham Corporation ("SBC"), organized and existing under the laws of the Commonwealth of Pennsylvania, ~~of the State of Delaware~~, having its principal place of business at King of Prussia, Pennsylvania, states that it is an assignee of record of less than the entire right, title and interest for the above-identified application by virtue of an assignment from inventors Jonak, Trulli, Fornwald, and Terrett, a copy of which is attached. The extent (by percentage) of SBC's ownership is 80% (4 of 5 inventors).

The undersigned, whose title is supplied below, is empowered to sign this document on behalf of SBC. The undersigned has reviewed all the documents in the chain of title of the above-captioned application, and, to the best of the undersigned's knowledge and belief, SBC has partial title in the application as described above.

**Revocation of Prior Powers of Attorney or Authorizations of Agent**

SBC hereby revokes all previous powers of attorney or authorizations of agent given in the above-captioned application.

**Power of Attorney or Authorization of Agent**

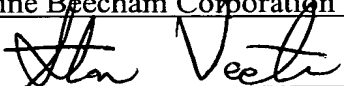
SBC hereby appoints the Practitioners at **Customer Number 22195** as its attorneys or agents with full power of substitution, association, and revocation to prosecute the

above-captioned application, including any continuations or divisionals thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-captioned application to the above-mentioned Customer Number, namely **22195**. Please also change the Attorney Docket Number to that noted above, namely **PF453P2**.

On behalf of SmithKline Beecham Corporation.:

For: SmithKline Beecham Corporation

Signature: 

Name: Stephen Venetianer

Title: Vice President – Pharmaceuticals

Date: 24 April 03

## ASSIGNMENT

Docket Number: 1488.1070006/EKS/AJK  
HGS Ref: PF453

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): Zdenka L. JORAK, Stephen H. TRULLI, James A. FORNWALD, and Jonathan A. TERRET, the undersigned inventor(s) hereby sell(s) and assign(s) to SmithKline Beecham Corporation (the Assignee) his/her entire right, title and interest, including the right to sue for and collect for all past, present and future damages:

check applicable box(es) ☒ for the United States of America (as defined in 35 U.S.C. § 100),  
☒ and throughout the world,

(a) in the invention(s) known as Meth1 and Meth2 Polynucleotides and Polypeptides for which application(s) for patent in the United States of America has (have) been executed by the undersigned on \_\_\_\_\_ (also known as United States Application

No. 09/373,658, filed August 13, 1999) in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

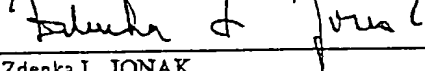
The undersigned inventor(s) agree(s) to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

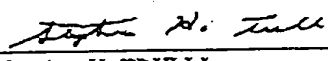
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The undersigned inventor(s) hereby represent(s) that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grants Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; George A. Goldstein, Esquire, Registration No. 29,021; Samuel L. Fox, Esquire, Registration No. 30,353; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; and Steven R. Ludwig, Registration No. 36,203, of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Suite 600 Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document, as well as James H. Davis, Esq., Registration No. 40,582; Kenley K. Hoover, Esq., Registration No. 40,302; Joseph J. Kenny, Registration No. 43,710; Michele M. Walcs, Registration No. 43,975; Michelle S. Marks, Registration No. 41,971; and Jonathan L. Klein, Registration No. 41,119, all of Human Genome Sciences, Inc., Assignee of the captioned application.

In Witness Whereof, executed by the undersigned inventors on the date opposite his/her name.

Date: 4/28/2000 Signature of Inventor   
Zdenka L. JONAK

Date: 4/25/2000 Signature of Inventor   
Stephen H. TRULLI

Date: 4-27-2000 Signature of Inventor   
James A. FORNWALD

Date: \_\_\_\_\_ Signature of Inventor \_\_\_\_\_  
Jonathon A. TERRET



## ASSIGNMENT

Docket Number: 1488.1070006/EKS/AJK  
HGS Ref: PF453

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventor(s): Idanka L. JORAK, Stephen H. TRULL, James A. FORNWALD, and Jonathan A. TERRET, the undersigned inventor(s) hereby sell(s) and assign(s) to SmithKline Beecham Corporation (the Assignee) his/her entire right, title and interest, including the right to sue for and collect for all past, present and future damages:

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☒ and throughout the world,

(a) in the invention(s) known as Methyl and Methyl Polynucleotides and Polypeptides for which application(s) for patent in the United States of America has (have) been executed by the undersigned on \_\_\_\_\_

\_\_\_\_\_ (also known as United States Application No. 09/373,658, filed August 13, 1999) in any and all Letters Patent(s) therefor, and

(b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue; and

(c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor, and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

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IN WITNESS WHEREOF, executed by the undersigned inventor(s) on the date opposite his/her name.

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Zdenka L. JORAK

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
Stephen H. TRULLI

Date: \_\_\_\_\_ Signature of Inventor: \_\_\_\_\_  
James A. FORNWALD

Date: 26/4/00 Signature of Inventor: \_\_\_\_\_  
Jonathan A. TERRETT

JAT 26/4/00